

**AGREEMENT**  
**BETWEEN**  
**THE OFFICE OF THE**  
**BERGEN COUNTY PROSECUTOR**  
**AND**  
**UNITED PUBLIC SERVICE EMPLOYEES UNION**  
**(WHITE COLLAR UNIT)**  
**FOR**

**CALENDAR YEARS:**

**2011**

**2012**

**2013**

**2014**

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## **PREAMBLE**

**THIS AGREEMENT**, made this 27<sup>th</sup> day of October, 2011, between THE OFFICE OF THE BERGEN COUNTY PROSECUTOR, hereinafter referred to as "Prosecutor" or "BCPO" or "Employer," and the United Public Service Employees Union, White Collar Unit, hereinafter referred to as the "Union".

**WHEREAS**, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work and all other conditions of employment for white-collar employees:

**NOW, THEREFORE**, the parties agree as follows:

## **ARTICLE I**

### **RECOGNITION AND DEFINITIONS**

The Prosecutor hereby recognizes the Union as the exclusive representative of the employees in the negotiating unit of all "white-collar" employees employed by the Prosecutor, but excluding all employees not part of the classified service (as that term is defined by the New Jersey Civil Service Commission), employees in the computer technician unit, as well as all employees generally considered to be investigative, professional, agents, managerial, seasonal or per diem employees. Attached hereto as Schedule A is a list of all titles covered by this Agreement.

## **ARTICLE I (A)**

### **FUNDING OF AGREEMENT**

Notwithstanding that the Bergen County Prosecutor's Office is "the public employer" party to this Agreement, the Union recognizes that it is the position of the BCPO that the Bergen County Board of Chosen Freeholders is legally obligated by N.J.S.A. 2A:158-7 to pay necessary expenses incurred by the Prosecutor in fulfilling his/her statutory responsibilities, subject to applicable law.

**ARTICLE II**  
**TERM OF AGREEMENT**

This Agreement shall be in force from January 1, 2011 through December 31, 2014 or until such time as a successor Agreement is executed.

**ARTICLE III**  
**COLLECTIVE NEGOTIATING PROCEDURE**

- A. Collective negotiations with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized negotiating agent of each of the parties. Not more than three (3) representatives of each party, plus counsel and two (2) experts shall participate in collective negotiating meetings, except by consent of both parties.
- B. Collective negotiations for the contract period beginning January 1, 2015 shall commence in accordance with the rules and regulations of the Public Employment Relations Commission.
- C. Negotiating sessions shall begin and terminate at times mutually convenient for representatives of both parties and the Union representatives (not exceeding the number shown in Section A) on duty during the periods agreed upon for negotiations shall be permitted to attend that negotiating session and subsequent regularly scheduled negotiating sessions without loss of pay. No other payment will be made to Union representatives for the negotiating sessions. If an emergency occurs during negotiations, the negotiations may be terminated at that time and rescheduled for another date.

**ARTICLE IV**  
**MANAGEMENT RIGHTS**

- A. Nothing in this contract shall abrogate management rights of the Prosecutor. Except as otherwise provided herein, the Prosecutor retains the exclusive right to hire, direct and schedule the work force; to terminate or otherwise discipline employees; to plan, direct and control operations; to discontinue, reorganize or combine any department with any

consequent reduction or other changes in the working force observing demotional rights established by the New Jersey Civil Service Commission procedures; to introduce new or improved methods or facilities regardless of whether or not the same cause a reduction in the working force; and in all respects to carry out the ordinary and customary functions of management and prerogatives reserved solely to the discretion of the Prosecutor by the terms of this Agreement. No management prerogative reserved solely to the discretion of the Prosecutor by the terms of this Agreement shall be made the subject of a grievance.

- B. See Appendix B to this contract, which shall be a part hereof.

## ARTICLE V

### DISCRIMINATION AND COERCION

- A. There shall be no discrimination, interference or coercion by the Prosecutor or any of his/her agents/members against the employees represented by the Union because of membership or activity in the Union. Neither the Union nor any of its agents shall intimidate or coerce employees into membership.
- B. Neither the Prosecutor nor the Union shall unlawfully discriminate against any employee because of race, creed, age, color, sex, national origin or any other unlawful factor.

## ARTICLE VI

### SALARIES AND WAGES

- A. Effective, January 1, 2011, each employee shall receive a wage increase of 4.00% over the employee's base salary rate as of the last payroll period of 2010.
- B. Effective January 1, 2012, each employee shall receive a wage increase of 4.00% over the employee's base salary rate as of the last payroll period of 2011.
- C. Effective January 1, 2013, each employee shall receive a wage increase of 4.00% over the employee's base salary rate as of the last payroll period of 2012.
- D. Effective January 1, 2014, each employee shall receive a wage increase of 4.00% over the employee's base salary rate as of the last payroll period of 2013.
- E. Anything to the contrary in Paragraphs A through D above notwithstanding, no employee shall receive a salary increase before the first anniversary of his/her date of hire. On the

first anniversary of his/her date of hire, he/she shall receive a salary increase of the same percentage as received by the unit at large in that calendar year. After new employees have received their first salary increase on the first anniversary of their date of hire, they shall receive increases in accordance with Paragraphs A through D above.

- F. All increases in 2011 are retroactive to January 1, 2011 and shall be given to employees that were on the Prosecutor's active payroll as of October 1, 2011, except for those new hires in 2011 who shall be covered by the provisions of §E above.

G. Shift Differential

1. In the event that, during the course of the Agreement, any employees shall be required to work shifts, they shall be paid a shift differential of (\$.70) cents per hour for the late afternoon/evening shift and a differential of eighty-cents (\$.80) per hour for the late evening/early morning shift (12 midnight). The differential amounts set forth for herein shall remain in effect for the remainder of the contract term.
  2. In the event employees eligible for shift differential are required to work overtime, their overtime shall be computed with a combination of base pay and shift differential.
  3. Employees who are not eligible for overtime or compensatory time off shall not be eligible for shift differential.
- H. If an employee is promoted or transferred to a title in a grade higher than the grade at which the employee's former title was located, the employee shall receive a salary increase in an amount equal to five percent (5%) of the employee's salary before the promotion or transfer occurred. If the Prosecutor wishes to grant the employee a salary increase greater than as set forth herein, the Prosecutor shall notify the Union of such action prior to the date of approval.
- I. Salary increases afforded herein are in recognition of the specialized category of work performed by employees of the Office of the Prosecutor.
- J. The minimum salaries covered by this Agreement shall be \$25,000.00 for the term of this Agreement.

## ARTICLE VII

### LONGEVITY

- A. During the term of this Agreement, payments shall be made to employees with unbroken, continuous long-term service to the Prosecutor and/or the County as follows:
- (1) Employees completed 72 months (6 years) of service shall receive \$400.00;
  - (2) Employees completing 108 months (9 years) of service shall receive \$600.00;
  - (3) Employees completing 168 months (14 years) of service shall receive \$1,000.00;
  - (4) Employees completing 204 months (17 years) of service shall receive \$1,250.00,
  - (5) Employees completing 276 months (23 years) of service shall receive \$1,500.00.
- B. Employees must work a minimum of twenty (20) hours per week to be eligible for longevity. They will receive that proportion of the longevity payment represented by the percentage of their hours of work compared to the standard work week.
- C. Seasonal and per diem employees shall not be entitled to longevity.

## ARTICLE VIII

### HEALTH BENEFITS

- A. Part-time employees who regularly work less than twenty (20) hours a week, seasonal and per diem employees, temporary employees and unpaid interns shall not be entitled to these benefits.
- B. Basic Medical/Hospital

Premiums for the current Medical Insurance Plan, which is the County of Bergen Self Insured Health Plan administered by Horizon Blue Cross Blue Shield previously provided to BCPO employees and their eligible dependents, shall continue to be paid by the Employer, subject to the provisions below. Employees must regularly work at least twenty (20) hours per week to be eligible for such coverage. The Prosecutor reserves the right in his/her sole discretion to change insurance carriers or the plan at any time provided the coverage is substantially equivalent to that which is presently in effect. The BCPO will notify the Union no less than thirty (30) days in advance of its intent to make any such change.

C. Dental

1. The Employer shall provide a Dental Benefits Insurance Program during the term of this agreement sponsored by the New Jersey Dental Service Plan, Inc., being described as DELTA Dental Plan of New Jersey, Inc., Program 11-B, which plan provides for maximum annual benefits in the amount of \$1,300.00 for dental services and maximum annual benefits of \$1,300.00 for orthodontic services with a twenty-five dollar (\$25.00) deductible, per patient, per calendar year with co-payment thereafter based upon stated percentages of usual and customary rates. All insurance premiums for coverage under the dental plan shall be paid by the Employer. The Prosecutor reserves the right in his/her sole discretion to change insurance carriers or the plan at any time provided that the coverage is substantially equivalent to that which is presently in effect. The Employer will notify the Union no less than thirty (30) days in advance of its intent to make any such change.
2. In the event the County of Bergen provides its employees with an improved dental program, the parties agree to reopen negotiations for the purpose of inclusion of such enhanced benefits.

D. Disability

1. The Prosecutor shall provide a disability benefits insurance program during the term of this agreement sponsored by John Hancock Mutual Life Insurance Company or a company agreeable to both parties, subject to the following conditions:
  - a. The benefits to be provided shall be those as provided during the year 2000, except the waiting period shall be reduced to thirty (30) days. The plan shall include benefits of seventy percent (70%) of the employee's weekly wage to a maximum of \$150.00 per week with a maximum of fifty-two (52) weeks of payments. The plan shall cover disability due to pregnancy.
  - b. An employee who becomes eligible for disability payments and who has sick leave accumulated shall be entitled to receive the disability payment, plus that amount of sick time required to give him/her his/her normal biweekly pay.



- c. An employee who is disabled within the meaning of the Disability Benefits Insurance Program and who has exhausted all paid leave due him/her may appeal to the Prosecutor for continuation of coverage under the Medical Insurance Plan, the Dental Program, the Disability Program, the Prescription Program and the Eye Care Plan at the expense of the employer until either the employee is no longer disabled or a period of fifty-two (52) weeks has elapsed from the date of the exhaustion of all paid leave, whichever occurs first. The Prosecutor shall have the authority in his/her sole discretion either to provide for a continuation of health benefits coverage or to allow the coverage to lapse unless otherwise required by law.
2. The Prosecutor will pay for the full cost of the premiums of County's disability plan, with a maximum weekly benefit as established in said plan. The Prosecutor will offer the employees the right to purchase up to State minimum through payroll deduction at no premium cost to the Prosecutor.
3. The Employer reserves the right at its sole discretion to change insurance carriers or plan at any time provided that the coverage is substantially equivalent to that which is presently in effect. The Employer will notify the Union no less than thirty (30) days in advance of its intent to make any such change.

E. Prescription

1. The Prosecutor shall provide a prescription payment benefits insurance program during the term of this Agreement in accordance with the following:
  - a. Each prescription shall be for a supply of medication not to exceed thirty (30) days, except as noted below.
  - b. The Employer shall pay the full premium.
  - c. This benefit shall be provided to all employees who work twenty (20) hours a week or more and is effective upon three (3) months after an employee's hire date.
2. a. All employees shall have a \$5.00 co-pay for generic drugs/\$15.00 brand name drugs prescription for non-mail order prescriptions, which is subject to the provisions of Section E.2.b. below.
- b. If any County employees' unit increases their prescription co-pay above the

\$5.00 generic drugs/\$15.00 brand name drugs (for non-mail order prescriptions) subsequent to December 31, 2008, then the parties to this collective bargaining agreement shall reopen the contract as to prescription drug co-pays only.

3. All employees covered by this Agreement shall have the following prescription co-payments for mail order prescriptions:
  - \$7.50 co-pay generic (90 day mail order supply);
  - \$15.00 co-pay brand name (90 day mail order supply).
4. The Employer reserves the right in its sole discretion to change insurance carriers or the program at any time provided that the coverage is substantially equivalent to that which is already in effect. The Employer will notify the Union no less than thirty (30) days in advance of its intent to make any such change.

F. Eye Care

The Employer shall reimburse employees for expenses incurred by the Employee, their spouse and dependent children for eye care, subject to the following:

- a. The expenses shall have been incurred to a recognized supplier of eye care (e.g. physician, optometrist, laboratory, supplier of eye glasses or contact lenses, etc.); and,
- b. A bill for the expense or proof of the expenditure together with a voucher signed by the employee shall have been submitted to the Prosecutor; and,
- c. The expense is not covered by any other insurance program supplied by the Prosecutor under this Agreement; and,
- d. The total reimbursement by the Prosecutor (for the Employee, his/her spouse and his/her eligible dependants combined) shall not exceed Two Hundred Twenty-Five Dollars (\$225.00) in 2011; Four Hundred Fifty Dollars (\$450.00) for 2012 and 2013; and, Two Hundred Twenty-Five Dollars (\$225.00) in 2014.
- e. To be eligible for this benefit, an employee must have six (6) months of service with the Prosecutor.

- G. 1. Effective January 1, 2012, all members of the bargaining unit who are covered by the County's Traditional Plan shall be transferred into the County's Direct Access Plan.

2. Effective January 1, 2011, all employees shall pay one and one-half (1.5%) percent of their pensionable base salary, as defined by the State, as a healthcare contribution. Once the provisions of Ch. 78, P.L. 2011 have taken effect in the County, members of the bargaining unit shall be governed by the provisions of such, including applicable retirees.

## ARTICLE IX

### PERSONAL LEAVE

- A. Each employee in the bargaining unit shall be entitled to take three (3) personal days in each year of this Agreement. Personal leave days may not be accrued. The Prosecutor or his/her designee must be notified in advance and, except in case of emergency, prior approval of the Prosecutor or his/her designee must be obtained.
- B. Part-time employees (more than twenty (20) hours per work week) shall receive personal days on a pro-rated basis. Any hours in excess of a full day for the part-time employee shall be credited to other approved leave time.
- C. Seasonal and per diem employees are not eligible.
- D. Employees must be employed for the Prosecutor for three (3) months before becoming eligible for personal leave.

## ARTICLE X

### WORK SCHEDULE, OVERTIME

#### A. Work Schedule

1. The standard work week for new hires, as of September 1, 2001, shall be thirty-seven and one-half (37 ½) hours, five (5) days, Monday through Friday, from 9:00 a.m. to 5:00 p.m. or from 8:30 a.m. to 4:30 p.m., with a half (1/2) hour unpaid lunch. Employees who worked forty (40) hours per week prior to the effective date of this Agreement shall continue to work such hours. All employees who work thirty-two and one-half (32 ½) hours prior to the effective date of this Agreement shall continue to work such hours. The Prosecutor reserves the right to hire new,

full-time employees covered by this Agreement to work a thirty-two and one-half (32 ½) hour week or a forty (40) hour work week.

2. Any employee who wishes to work a thirty-seven and one-half (37 ½) hour week may submit a written request, with justification, to their immediate Supervisor. Such requests shall be subject to the review and approval of the employee's immediate Supervisor and the Prosecutor.

- a. If an employee's request for an increase in hours is granted, the employee shall receive an additional five (5) hours pay at the hourly rate earned as a thirty-two and one-half (32 ½) hour employee. In addition, the Prosecutor shall make an adjustment to any vacation and sick leave hours which employees accumulated prior to converting to the thirty-seven and one-half (37 ½) hour work week, by multiplying such accumulated hours by a factor of 1.1538.

- b. It is understood and agreed that all employees, who are granted an increase in hours pursuant to the provision, shall remain thirty-seven and one-half (37 ½) hour employees throughout their tenure with the Bergen County Prosecutor's Office.

3. The Prosecutor reserves the right, for the efficient operation of office affairs and subject to prior negotiation with the Union, to make changes in starting and stopping times of the daily work schedule.
4. Employees covered by this Agreement may be entitled to share time worked with another employee provided both employees are qualified to perform the duties required. Such "time sharing" shall be at the sole discretion of and subject to the sole approval of the Prosecutor. Each employee, in that event, must work twenty (20) or more hours per week. (e.g. Employee A works 8:30 a.m. to 12:30 p.m. Monday through Friday and Employee B works 12:30 p.m. to 4:30 p.m. Monday through Friday.)

#### B. Overtime

1. Overtime shall be paid as follows:
  - a. For hours worked in excess of thirty-two and one-half (32 ½) in one (1) week, thirty-seven and one-half (37 ½) hours in one (1) week or forty (40)

hours in one (1) week, whichever is applicable under Section A.1 above, payment shall be at time and one-half (1½).

- b. The employee's standard hourly rate (annual salary divided by the applicable annual hours of work) shall be used in computation of overtime pay.
- c. Part-time workers shall be entitled to the same payment for overtime as full-time employees for hours worked in excess of thirty-two and one-half (32 ½) hours per week, thirty-seven and one-half (37 ½) hours per week or forty (40) hours per week, whichever is applicable for the job category filled by the part-time employee.
- d. When an emergency closing is declared by the Prosecutor or his/her designee, employees covered by this Agreement who are required to work shall be paid at time and one-half (1 ½) or the employee shall receive equivalent compensatory time off (CTO) for the hours so worked at the employee's option.
- e. When a Holiday is observed during the regular biweekly pay period and the employee receives pay for that day, those hours shall be counted in determining eligibility for overtime pay.
- f. When an employee receives sick pay or vacation pay during the regular biweekly pay period, those hours of sick or vacation pay shall be counted in determining eligibility for overtime pay.
- g. When an employee (other than a seasonal, per diem or temporary employee) is required to work on a holiday (as that term is defined in Article XIII hereinafter), he/she shall be paid for:

the number of hours employee works on a regularly scheduled work day times the employee's regular hourly rate, plus the number of hours the employee actually worked on the holiday times the employee's time and one-half (1 ½) rate.

For example, if an employee who works six and one-half (6 ½) hours on a regular work day works four (4) hours on a holiday, the employee will be paid for six and one-half (6 ½) hours at his/her regular hourly rate, plus four (4) hours at his/her time and one-half (1 ½) rate.

- h. Overtime must be authorized by the Prosecutor (or designee) and entered on the weekly time sheets.

2. Overtime List

Overtime shall be assigned by the Office Manager or employee supervisor on a rotating basis according to the appropriate job title for the work performed. An initial list shall be posted by the Prosecutor's designee with employees' names arranged according to seniority in each title. Overtime shall be offered to each employee beginning with the name first appearing on the said list and continuing through the list. If an employee does not choose to work overtime, his/her name shall be placed on the bottom of the list. If an employee does not choose to be considered for any overtime, he/she shall so indicate to the prosecutor's designee in writing and thereafter overtime work shall not be offered to him/her, unless the emergency requirements of the BCPO leave no other alternative in the discretion of the Prosecutor or his/her designee. In the event that thereafter the employee shall desire to have his/her name again placed on the overtime list, he/she shall notify the Prosecutor's designees and his/her name shall thereafter be restored to the bottom of the said list.

- 3. Where necessary, in fulfillment of the Prosecutor's statutory authority, the Prosecutor or his designee shall have the right to call in any employee to work overtime.
- 4. a. Employees who are required to perform services for the Office of the Prosecutor beyond the close of the work day, which extend two (2) hours beyond their normal work day, shall receive time and one-half (1 ½) for all hours worked beyond the work day with a minimum guarantee of four (4) hours pay at the time and one-half (1½) rate.
- b. Overtime on a call back commences when an employee leaves his/her residence and terminates when he/she returns to his/her residence. However, if a callback is within six (6) hours of an employee's regular starting time, overtime shall commence when the employee leaves his/her residence and shall end when the employee's regular work day begins.
- c. When a full-time or part-time employee is called back to duty subsequent to

end of a regular shift but prior to 10 p.m., the employee shall be entitled to a minimum payment of four (4) hours or the actual amount of time worked, whichever is greater, at the time and one-half (1½) rate. The Prosecutor may require the four (4) hours to be actually worked.

- d. When a full-time or part-time employee is called back to duty subsequent to the end of a regular shift but after 10 p.m., the employee shall be entitled to a minimum payment of six (6) hours or the actual amount of time worked, whichever is greater, at the time and one-half (1 ½) rate.
5. An employee shall be entitled to a meal reimbursement provided the employee works two and one half (2 ½) hours beyond the employee's normal work day. The reimbursement shall not exceed Twenty Dollars (\$20.00) and is payable upon the presentation of a paid receipt submitted to the Prosecutor or his/her designee.
6. When an employee is required to work outside the normally scheduled work hours of the regular business day, an escort to and from the employee's vehicle shall be provided by the employer, if requested.

## ARTICLE XI

### PAY DURING ABSENCE

#### A. Unscheduled Absences, Attendance, Lateness

If for any reason an employee is unable to report for duty, he/she must notify the Prosecutor's designee as soon as possible and before the scheduled starting time. Irregular or poor attendance may be cause for disciplinary action.

#### B. Scheduled Absences

When an employee is on a Leave of Absence without pay for a period in excess of three (3) consecutive months in a calendar year, the annual salary increase shall not be paid upon return to active status, but shall be delayed for a period equal to the period of unpaid leave.

#### C. Jury Duty

A Leave of Absence shall be granted to an employee called for jury duty. This Leave of Absence shall not be charged against the employee's vacation or sick leave privileges. For the time served on the jury, full pay will be given according to the basic rate of pay

usually received for a standard work period. Fees received as a juror, other than meal and travel allowances, shall be returned to the BCPO, unless otherwise directed.

D. Sick Leave

1. If the employee is unable to report to work due to illness or for any other reasons, it is essential that the Prosecutor's designee be notified according to office procedure. Failure to give proper notification could result in disapproval of the request for sick leave and the time could be considered an unscheduled absence.
2. The cause for the employee's absence must be reported daily, unless adequate explanation and reason is provided to cover several days. In any sick leave of five (5) days or more, a doctor's certificate must be submitted if requested by the Prosecutor or his designee. The Prosecutor or his designee retains the right in sick leave cases under five (5) days to conduct an inquiry into the sick leave request to require examination by a County physician if the Prosecutor has any questions as to the employee's condition.
3. Sick leave must be earned before it can be used. Should the employee require none or only a portion of the earned sick leave for any year, the amount not taken accumulates to the employee's credit from year to year during employment.
4. Sick leave is earned and accumulated in the following manner:

One (1) working day for each full month of service during the remaining months of the first (1<sup>st</sup>) calendar year of employment and fifteen (15) working days (1 ¼ per month) for each calendar year thereafter. If the employee begins work after the fifth (5<sup>th</sup>) day of the month, sick leave is not earned for that month.
5. Part-time employees are eligible for sick leave. The amount earned is proportional to the allowance of a full-time employee. It is determined by the number of standard hours worked in each pay period.
6. Seasonal or per diem employees are not eligible for sick leave.
7. Sick leave may be granted for:
  - a. Personal illness or accidental disability by reason of which the employee is unable to perform the usual duties of the position.
  - b. Serious illness of a member of the employee's immediate family or household (as defined in Bereavement Leave) requiring the employee's



attention and care. The circumstances of the illness should be of an emergency nature where the employee is required to be in direct attendance for a period not to exceed three (3) working days.

- c. In cases of extended illness, the employee may use accrued compensatory time off or vacation leave.
  - d. Cosmetic surgery, in which case the employee shall arrange with the reasonable approval of his or her Department Head, the scheduling of the surgery and attendant leave.
- 8. Accumulated sick leave is forfeited upon separation from service, except as provided for under "Terminal Leave" hereinafter.
  - 9. Each employee who works one (1) full calendar quarter without the use of sick leave shall be awarded one (1) day's pay at his or her regular rate of pay within two (2) payroll periods from the close of the quarter. The four calendar quarters shall commence on January 1, April 1, July 1 and October 1. Each employee who works four (4) consecutive calendar quarters without the use of sick leave shall be awarded one (1) additional day's pay at his or her regular rate of pay within two (2) payroll periods of the close of the final quarter. The maximum payment to be received within the period of any four (4) consecutive calendar quarters shall be five (5) days. No charge against accrued leave shall be made.

E. Injury Leave

- 1. Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident, illness or injury which occurred while the employee was performing duties and which is compensable under the Workers' Compensation Statutes or any policy of Workers' Compensation Insurance applicable to the said employee.
- 2. All payments which shall be made concerning injury leave are subject to the same rules and regulations as Workers' Compensation Insurance and shall not be made if the accident is proved to have been due to intoxication or willful misconduct on the part of the employee. If an employee, absent from work due to an accident, illness, or injury covered by Workers' Compensation Insurance, willfully fails to fulfill all of the conditions necessary to receive compensation benefits, the employee shall not be

entitled to payment of any injury leave benefits from the Prosecutor until such conditions have been fulfilled.

3. After all injury leave is used, the employee may be granted additional injury leave only upon approval of the Prosecutor. After all injury leave is used, the employee may elect to use any sick leave, vacation or compensatory time due at the time of the injury.

4. Use of Injury Leave

Employees absent from duty due to an accident, illness or injury compensable under the Workers' Compensation Statutes or any policy of Workers' Compensation Insurance applicable to the said employees and who have completed three (3) months service with the Prosecutor will be compensated by the Prosecutor on a biweekly basis at the regular base rate of pay for a period not to exceed ninety (90) working days for each new separate injury. Payments shall be made in either of the following ways:

- (a) A check issued by the County of Bergen in the full sum of the employee's base salary. Upon receipt of compensation checks for temporary disability during the ninety (90) day period, the employee shall endorse those checks over to the Prosecutor. Subject to it being permitted to do so by applicable Federal and State Law or regulation, the Prosecutor shall record that portion of the salary checks equal to the amount of the compensation checks covering partial disability as not being income to the employee for income tax purposes and the W-2 or similar forms sent to the employee at the conclusion of each year shall not show such payments as income.
- (b) A check issued by the County of Bergen in an amount equal to the difference between the employee's base salary and the amount of partial disability Workers' Compensation Insurance payments received by the employee during the said ninety (90) day period. If eligibility for such payments is contested by the Prosecutor, eligibility will be based on a determination of the New Jersey Division of Workers' Compensation under the terms of the New Jersey Workers' Compensation Act.

5. Contested Injuries

Charges may be made against sick leave accrual, if any, in any case where the Prosecutor is contesting the employee's eligibility for injury leave. In the event that

the Workers' Compensation Division determined in favor of the employee, sick leave so charged shall be re-credited to the employee's sick leave accrual balance. In the event eligibility for payment is denied by the Workers' Compensation Division, the employee shall be eligible to utilize sick leave accruals, if any, retroactive to the date of the injury and to use vacation leave.

6. Medical Proofs

In order to limit the obligation of the Prosecutor for each new separate injury, the Prosecutor may require the employee to furnish medical proof or submit to medical examination by a physician designated by the Prosecutor or by the insurance carrier of the County of Bergen at no expense to the employee to determine whether a subsequent injury is a new and separate injury or an aggravation of a former injury received while in the Prosecutor's service or an injury not covered.

7. When an employee has suffered an injury while on duty, and is absent for five (5) days or more, it will be necessary for the employee to submit a written certification from a physician setting forth the nature of the injury and the physician's prognosis as to the length of time before the employee can return to duty.

(a) Additional reports shall be filed from the physician every two (2) weeks thereafter indicating the current status of the employee's health and the time of the employee's anticipated return to duty.

(b) In the absence of such certification, the employee shall be removed from injury leave.

8. Under certain circumstances, employees on bonafide injury leave may be required to report to work in connection with a modified or light duty assignment, as permitted by the treating physician.

F. Bereavement Leave

Employees shall be entitled to four (4) working days leave with pay commencing with the date of death, as to a member of their immediate family. Immediate family is defined as and limited to spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law, grandchildren or any other relative residing in the employee's household.

G. Terminal Leave

- a. Employees, upon retirement (service retirement, accidental disability retirement, ordinary disability retirement, early retirement and deferred retirement) or employees who terminate their service after reaching age sixty (60) who are not covered by the Public Employees Retirement System, shall be granted a terminal leave lump sum payment in accordance with Option 1 or Option 2, whichever is selected by the employee:

- 1) Option 1 – One half (1/2) of the employee's earned and unused accumulated sick leave hours multiplied by the hourly rate of pay based upon the average base hourly pay received during the twelve (12) month period immediately prior to the effective date of retirement, provided, however, that no such lump sum payment shall exceed Twenty Thousand Dollars (\$20,000).
- 2) Option 2 – One (1) day pay, the hourly rate of pay having been computed as Option 1 above, for each full year of service.

The employee may elect to receive his/her terminal leave payment in a single installment at any time up to eighteen (18) months from the termination date. In the event of the employee's death, the estate of that employee shall be eligible for terminal leave lump sum payment according to the option selected by the estate, provided that the employee has been employed by the Prosecutor and/or County for seven (7) consecutive years.

- b. Part-time employees are eligible for this benefit providing they work a minimum of twenty (20) hours per week.

H. Family and Medical Leave Act

Family and Medical Leave will be granted according to the requirements of Federal and State law, or in accordance with any such benefits granted by the County of Bergen, if more beneficial to the employees.

I. Other Leaves of Absence

a. Leave Without Pay

- 1) A permanent employee, for reasons satisfactory to the Prosecutor, may be granted a personal leave of absence without pay or service credit for time

absent for a period of up to six (6) months provided it is considered to be in the best interest of the Prosecutor. Ordinarily, a personal leave of absence or an excused absence will not be granted to an employee for the purpose of seeking or accepting employment with any other employer.

- 2) Personal leaves of absence are granted with the understanding that the employee intends to return to the Prosecutor's Office. If an employee fails to return within five (5) working days after the expiration of the leave or excused absence, the employee may be considered to have resigned and not in good standing.
- 3) Employees on leave without pay for more than two (2) weeks in any month will not receive paid health benefits, holiday pay nor will they accrue sick and vacation time.

b. Maternity Leave

The right of the female employee covered by this Agreement shall include but not be limited to the following provisions:

- (1) Employee shall advise her employer of her pregnancy upon her knowledge of same.
- (2) Employee shall be permitted to work so long as such work is permitted by her doctor. Said doctor shall be of the employee's own choosing.
- (3) Employee shall be limited to a maximum of six (6) months leave of absence during which time she may use any and all vacation time, sick time and compensation time and any and all accumulated time benefits which she has accrued.
- (4) Employee shall have the right to apply for an additional six (6) months leave of absence, to be approved on a case-by-case basis by the Prosecutor.
- (5) Male employees shall be permitted to use up to ten (10) working days of accumulated sick time, compensation time, vacation time and/or other accumulated time benefits following the birth of their child.
- (6) The provisions stated herein shall be applicable in those cases of duly certified adoption of a child under the age of three (3).

c. Military Duty Leave

If the employee has permanent employee status, a leave of absence without pay shall be granted, except for the first (1<sup>st</sup>) two (2) weeks which will be with pay, if the employee is required to serve actively in any component of the Armed Forces of the United States or New Jersey. Military Duty Leave may extend to three (3) months after the employee's release from required military service. Sufficient proof of active military duty must be presented to the Prosecutor prior to requesting leave time.

d. Military Training Leave

1. A full-time or part-time probationary or permanent employee, who is a member of any component of the Armed Forces of the United States or New Jersey, and who is required to undergo Military Field Training for a period of up to two (2) weeks, upon request, shall be granted leave of absence with pay to take part in such training. The employee must provide a certified copy of order for military training to the Prosecutor prior to requesting leave to such training. Any military pay received by the employee while on military training leave may be retained by the employee and shall be in addition to the regular salary which would have been received from the Prosecutor had such training not been ordered. Except for employees in Section (3) below, when military training leave is granted, it shall be in addition to any vacation leave, sick leave or compensatory time off to which an employee may be entitled.
2. A full-time or part-time provisional or unclassified employee, who has been continuously employed by the Prosecutor for at least one (1) full year at the time such military training is to commence, shall be granted a leave of absence with pay as provided in Section (1) above.
3. A full or part-time, temporary, provisional or unclassified employee who has not been continuously employed by the Prosecutor for at least one (1) full year at the time military training is to commence, may only be granted a leave of absence without pay, unless said employee chooses to utilize any accrued vacation leave or compensatory time off, for the duration, or any part of, the period of military field training.

## ARTICLE XII

### VACATION

#### A. Vacation leave is earned and accumulated as follows:

1. One (1) day per month in the first (1<sup>st</sup>) calendar year of employment for the first (1<sup>st</sup>) eleven (11) months and four (4) days in the twelfth (12<sup>th</sup>) month, provided the initial date of hire is on or before the fourth (4<sup>th</sup>) day of the month.
2. From the beginning of the second (2<sup>nd</sup>) calendar year to and including the first (1<sup>st</sup>) year, employees earn vacation time at the rate of 1 and ¼ days per month (15 days per year).
3. From the beginning of the sixth calendar year and thereafter, employees earn vacation at the rate of 1 and 2/3 days per month (20 days per year).

#### B. Part-time employees are eligible for vacation leave. The amount earned is proportional to the allowance of a full-time employee. It is determined by the number of standard hours worked in each pay period and the employee's years of continuous service.

#### C. Seasonal, summer and per diem employees are not eligible for vacation leave.

#### D. General

1. When employees complete their first (1<sup>st</sup>) six (6) months of employment, they may ask to take the balance of their vacation leave for that calendar year. Beginning January 1 or each succeeding year of employment, employees may ask to use, in advance of earning, the full amount of vacation leave for that year. Any vacation time borrowed under this policy must be earned back by the last pay period of that calendar year; otherwise any negative vacation balance will either be charged to available compensatory time off or deducted from the employee's pay.
2. In the event of termination of employment prior to repayment of advanced vacation leave, the necessary salary adjustment will be made in the employee's final paycheck.
3. Earned vacation leave for one (1) calendar year may be carried over and used during the following calendar year only. Except upon termination of employment, the employee will not be allowed to receive pay in place of taking earned vacation leave.
4. If an employee resigns with proper notice or plans to retire, the employee may be paid for earned and unused vacation leave as of the effective date of termination. In no case

may an employee be paid for more than the unused vacation leave than can be accumulated in a two (2) year period.

5. If an employee should die while employed, a sum of money equal to earned and unused vacation leave shall be paid to his/her estate.
6. The salary paid to an employee while on vacation leave will be the same amount the employee would have earned while working regular straight time hours during vacation period.
7. Employees on leaves of absence without pay for more than two (2) weeks in any month do not earn vacation leave for that month.
8. Employees on approved paid vacation/sick leave will continue to accrue vacation leave according to length of service and regular work schedule.
9. Seasonal and per diem employees are not eligible for vacation leave.
10. If a holiday observed by the Prosecutor occurs during the period of the employee's vacation leave, it is not charged against the balance of the employee's vacation leave and an equivalent day off may be requested.
11. Every effort is made to arrange vacation schedules to meet the individual desires of all employees. When there is conflict in the dates of proposed vacation schedules, preference is given to the employees with seniority. All requests for vacation leave must be approved by the Supervisor. The Supervisor may require that vacations be scheduled in other than summer months when the needs of the office require it.
12. Employees may receive their salary covering the period of vacation prior to commencing vacation to the extent that they have earned and accrued such vacation time and provided that at least a one-week vacation is to be taken and the employee has notified the Payroll Clerk at least thirty (30) days prior to the commencement of the vacation.

### **ARTICLE XIII**

#### **HOLIDAYS**

- A. 1. The Prosecutor agrees to furnish the following holidays with pay to all employees covered by this agreement.

New Years Day

Martin Luther King's Birthday

Lincoln's Birthday

Washington's Birthday



Good Friday	Memorial Day
Independence Day	Labor Day
Columbus Day	Election Day
Armistice/Veteran's Day	Thanksgiving Day
Friday after Thanksgiving	Christmas Day

2. If a holiday falls during an employee's vacation, the employee will not be charged for a vacation day on the holiday. If a holiday falls on a Sunday, it will be observed on the following Monday. If a holiday falls on a Saturday, it will be observed on the preceding Friday.
- B. 1. Employees who are required to work on a regularly scheduled holiday shall be paid in accordance with ARTICLE X, Section B1(g).
  2. If a holiday falls within an employee's period of paid absence, that employee will not be charged any accrued paid leave time for such holiday.
- C. Holidays falling during an unpaid leave of absence will not be credited.
  - D. The Prosecutor's designee, for good cause, may disallow holiday pay for any employee who does not work the day before or the day following a holiday.
  - E. Part-time employees shall be paid for holidays at a straight time rate in an amount equal to what they would have received if the day on which the holiday fell would have been a regular working day, except as otherwise provided in ARTICLE X, Section B1(g).
  - F. Seasonal or per diem employees are not entitled to holidays.

## ARTICLE XIV

### PENSION

- A. The Prosecutor shall continue in effect the pension plan which is described, in part, as follows:
  1. Membership in the contributory pension plan is compulsory for and only offered to those employees who are eligible for a pension as per the rules of the New Jersey State Division of Pensions. Any pension issues shall not be subject to the grievance provisions of this Agreement.
  2. Employees who are required to join the Retirement System receive free life insurance without medical examination under Group Life Insurance Plan of the

Retirement System. In addition, any employee under sixty (60) years of age, who is required to join the Retirement System, must also subscribe to the Contributory Life Insurance Plan of the Retirement System during the first (1<sup>st</sup>) year of pension membership. After one (1) year, the employee may choose to drop the additional Contributory Life Insurance, but once it is terminated, it cannot be reinstated. The employee's rate of contribution for this additional life insurance is three quarters ( $\frac{3}{4}$ ) of one percent (1%) of base salary.

3. The total amount of life insurance payable to the employee's estate depends upon three things: annual salary, age and pension membership status at the time of death. If actively employed at the time of death, insurance coverage is one and one-half ( $1 \frac{1}{2}$ ) times the employee's annual salary or three (3) times if the employee has Contributory Life Insurance coverage in the final year of service. Upon retirement, life insurance coverage is continued for the retiree without cost to him/her, but the total amount of coverage is reduced.

## ARTICLE XV

### GRIEVANCE PROCEDURE

#### A. Major Suspensions

1. In any case where a permanent employee in the classified service, as defined in Title 11A of the New Jersey Statutes and Title 4A of the New Jersey Administrative Code as to the Civil Service Commission Rules and Regulations of the State of New Jersey, or where a temporary or provisional employee who has been employed by the Prosecutor for at least ninety (90) days is suspended by the Prosecutor for a period of more than five (5) days at one time or receives suspensions or fines more than three (3) times or an aggregate of more than fifteen (15) days in one (1) calendar year or is demoted or is removed from his position, he/she shall be issued a Preliminary Notice of Disciplinary Action. The employee shall have the right to appear for a hearing before the Prosecutor or his designee and shall file a written notice of such appearance with the Prosecutor within ten (10) days of receipt of the Preliminary Notice of Disciplinary Action. The Prosecutor shall conduct a hearing no sooner than ten (10) days nor more than thirty (30) days after service of the Notice of Appeal unless

mutually extended and shall make specific findings of fact for his final consideration and determination. The Procedures set forth in the Civil Service Commission Rules and Regulations for the State of New Jersey shall also be applicable to those employees who are subject to such rules.

2. The Union shall have the right to represent any employee requesting representation, but individual employees shall have the right to elect to represent themselves.
3. The request for a hearing shall set forth in writing a statement by the employee of the facts relating to the suspension, fine, demotion or removal.
4. An employee of the BCPO not in the classified service, as defined in the Civil Service Commission Rules and Regulations for the State of New Jersey and not serving in the titles set forth in Schedule A, attached hereto, or in a title generally considered to be a white-collar, non-management title and who was appointed by the Prosecutor and who is serving at the pleasure of said Prosecutor is hereby excluded from the procedures set forth herein and nothing contained herein is intended to give said employee any right of a hearing or to an appeal.

**B. Other Non-Disciplinary Grievances**

1. Any other grievance relating to the position, wages or working conditions of an employee (except for disciplinary matters are not covered by Paragraph A above) shall be handled in the manner set forth in the Employee Manual or, if that procedure does not yield results satisfactory to the employee, in the manner set forth below. The employee may elect to be represented by the Union or to represent himself or herself.
  - a. The employee should discuss the grievance with his/her immediate supervisor. If the employee or the Union is not satisfied with the result of the discussion, the employee or the Union may file a written notice of grievance with the Department Head. If, for any reason, the employee does not wish to discuss the grievance with the supervisor, the employee or the Union may begin the procedure with the written notice to the Department Head.
  - b. The Department Head shall make a determination of the grievance within five (5) days of the date it is received and shall advise the employee and the Union of the decision in writing.
  - c. The employee or the Union may appeal the decision of the Department Head by appealing to the Prosecutor, forwarding copies of all previous writings on

the matter. The Prosecutor shall determine whether a hearing is necessary on the grievance and if the Prosecutor finds that a hearing is needed may either conduct the hearing or assign it to a hearing officer. The Prosecutor shall decide the matter within ten (10) days after the final date of the hearing and shall issue a written decision to the employee and the Union.

- d. If the decision of the Prosecutor is not satisfactory to the employee or the Union, the employee or the Union shall have the right to subject only such grievances which are claimed violations, misinterpretations or misapplication of the terms of this Agreement or which relate to working conditions affecting the employees of the unit to an arbitrator appointed by the parties from the arbitration panel maintained by the State Board of Mediation of the State of New Jersey. The employee or the Union must deliver to the Prosecutor written notice of the decision to appeal to the State Board of Mediation within (10) days of the receipt by the employee and the Union of the Prosecutor's decision. The arbitrator shall have full power to hear the grievance and make a final decision, which decision shall neither modify, add to nor subtract from the terms of the Agreement and the referenced policies. The decision shall be rendered within thirty (30) days after the completion of the hearing and shall be binding on both parties. The cost of the arbitrator and his expense shall be borne equally by the parties.

C. Minor Disciplinary Matters

All other disciplinary matters not covered by Paragraph A above shall be handled according to the procedures set forth in Section 2.4 of the Employee Manual.

## ARTICLE XVI

### RELEASED TIME

In order to provide for the orderly handling of grievance matters, the Shop Steward or the Shop Steward's designee shall be released from his or her duties for reasonable periods of time for the purpose of handling such grievance matters.

**ARTICLE XVII**  
**SENIORITY RIGHTS**

- A. Seniority shall be considered as a factor with respect to changes in job assignment, hours or working conditions within that title only.
- B. Seniority shall be based on New Jersey Civil Service Commission title seniority which shall commence with the date of certification in that title and in those instances where none of the employees involved have been certified as permanent employees by the Civil Service Commission, seniority shall be based upon length of service with the Prosecutor.
- C. Placement in a different job assignment, pursuant to Paragraph A above, shall be on a probationary status for ninety (90) days. During that period, the Prosecutor shall evaluate the employee's performance, and if in his sole discretion the employee's performance is deemed inadequate, the employee shall be returned to his/her former position. Vacancies in classified positions, including new positions and promotions, will be posted as they arise and will be filled by transfers from within the bargaining unit provided, in the sole discretion of the Prosecutor, there are qualified employees who desire such openings. The Prosecutor will consider input from the employee's union representative before making a final decision.

**ARTICLE XVIII**  
**DUES CHECKOFF AND AGENCY SHOP**

- A. The Employer agrees to deduct initiation fees and membership dues from the pay of each employee in the bargaining unit who is a member of the Union, a sum to be certified at least on an annual basis in writing by the Local Union to the County Treasurer, who shall remit same to the Union at regular intervals (on payroll dates).
- B. Notwithstanding anything to the contrary in this Article, the Employer shall have no obligation to make such deductions until and unless it receives the signed authorization from the employee in accordance with the Union authorization form. The Employer shall notify the Union President of new employees no later than fourteen (14) days from the date of hire.

- C. The Employer shall deduct from the pay of all employees covered by this Agreement who are non-members of the Union or who have not submitted to the Employer written notices authorizing the deduction of dues, and fees from the employee's pay, the maximum amount permitted by law in lieu of dues to the Union and shall forward that amount to the Union at regular intervals (on payroll dates). The Union shall provide the employer with written certification at least on an annual basis as to the sum to be deducted in lieu of dues.
- D. The Union agrees to indemnify and hold the Employer harmless from any claim or action commenced by an employee against the County which arises out of any of the aforesaid deductions under this Article, provided that the claim does not arise out of negligence by the Employer.

## **ARTICLE XIX**

### **OUT OF TITLE WORK**

In the event a permanent employee is temporarily assigned by the Prosecutor or his Designee to perform duties which are not set forth in the employee's New Jersey Civil Service Commission job description of a higher title and the employee performs these duties during fifty percent (50%) of his/her working time over a period in excess of four (4) consecutive months, the employee shall be forthwith provisionally appointed by the Prosecutor to the said higher title and shall be paid accordingly, pending the results of a New Jersey State Civil Service Commission promotional examination. If the employee, as a result of the promotional examination, is not eligible for permanent appointment to said title, the employee will revert to the previous permanent title and any increase in wages received as a result of the provisional appointment shall be terminated and the employee shall not thereafter be required to perform the duties of the said higher title.

## **ARTICLE XX**

### **PERSONNEL FILE**

All entries in an employee's personnel file shall be contained in the Prosecutor's Personnel file. No entries, notations, documents, etc., which reflect on the employee's ability, performance or character, shall be placed in the Prosecutor's file without first having been

shown to the employee and the employee having been given the opportunity to place his or her initials thereon. The placement of initials on entries in an employee's personnel file shall not indicate the approval, agreement or acceptance by the employee to the entry, but shall solely acknowledge notice of the entry.

## **ARTICLE XXI**

### **LAYOFFS**

- A. In the event layoffs become necessary, the provisions of the New Jersey Civil Service Commission Rules and Regulations shall be followed.
- B. Notice shall be forwarded to the Union by the Prosecutor of any general layoffs or of any layoffs limited to one or more departments at least forty-five (45) days before such layoffs are due to become effective. Copies of the layoff notices to individual employees shall also be forwarded to the Union.

## **ARTICLE XXII**

### **USE OF PERSONAL VEHICLE**

- A. Whenever an employee is required to use his or her own vehicle on Prosecutor's Office business, he or she shall be compensated for such usage at the rate determined by the IRS.
- B. If an employee is called back to duty at the end of a regular shift, that employee shall be compensated for mileage from his/her residence within the County, or, if applicable, at the point of entry in to the County to the location of the assignment and back to his/her residence or point of exit from the County.

## **ARTICLE XXIII**

### **TUITION REIMBURSEMENT**

The Prosecutor shall reimburse employees for the cost of tuition incurred by them for courses taken at an accredited institution of learning provided:

- A. The course is directly job-related and has received the prior approval of the Prosecutor, which approval shall not be unreasonably withheld;

- B. The course or its equivalent is not offered by the Prosecutor, at no cost to the employee;
- C. The cost to the Prosecutor shall not exceed Fifty Dollars (\$50.00) per credit;
- D. No employee shall be entitled to reimbursement for more than six (6) credits per year;
- E. The employee has successfully completed the course and proof thereof has been furnished to the Prosecutor.

For all courses taken by employees and approved by the Prosecutor, which courses are job-related, the employee shall be reimbursed for the cost of such course upon presentation of evidence demonstrating successful completion (e.g., computer programming).

#### ARTICLE XXIV

#### PHYSICAL EXAMINATIONS

- A. Each employee shall be entitled to receive a physical examination to be conducted at the Center for Occupational Medicine or another site mutually agreed upon by the Employer and the Union consisting of the following: Chest X-ray, SMA series of blood tests, twenty-three (23) in number; urine analysis; EKG; blood pressure test. In addition, female employees may have a breast examination and PAP smear test. All or any portion of the testing may be voluntary on the part of the employee.
- B. Each employee desiring a physical examination shall so indicate, in writing, to his/her Department Head on or before May 1 of each year; the physical examination shall be scheduled by the employer on or before September 1 of each year.
- C. Each employee shall cooperate with the Employer as to any possible reimbursement which the Employer may be able to secure from any insurance company affording coverage to the employee, the premiums for which insurance coverage are paid by the Employer.
- D. Examinations shall be scheduled at the reasonable, mutual convenience of the affected parties.
- E. The employee shall not be entitled to any salary or other payment if the examination is required to be scheduled outside of the employee's normal working hours.



**ARTICLE XXV**  
**ELIMINATION OF 19-HOUR EMPLOYEES**

- A. Employees who work twenty (20) hours per week or more shall receive all fringe benefits as provided in this Agreement. Employees who work less than twenty (20) hours per week shall not be entitled to receive such fringe benefits.
- B. The Prosecutor shall have the right to hire less than twenty (20) hours per week, part-time employees, upon the condition that there is a recognized employment need for them. The hiring is not intended to avoid paying these employees the fringe benefits which would result from a hiring a twenty (20) hour per week employee and five (5) days written notification prior to the hiring is given to the Union.

**ARTICLE XXVI**  
**EMPLOYMENT OPPORTUNITIES**

The Prosecutor agrees to notify the County of Bergen of new employment opportunities within the Prosecutor's Office that cannot be filled by current employees of the BCPO. The County of Bergen Personnel Department will then distribute such information to all County Departments and the Union for the Office of the Prosecutor.

**ARTICLE XXVII**  
**CONTINUATION OF CONTRACT PROVISIONS**

All of the provisions of this Agreement shall continue in full force and effect beyond the stated expiration date set forth herein until a successor Agreement is executed and becomes effective.

**ARTICLE XXVIII**  
**SEPARABILITY AND SAVINGS**

In the event that any provision of this Agreement is adjudicated illegal or unenforceable, then remaining provisions of this Agreement shall continue in full force and effect.

**ARTICLE XXIX**  
**NO STRIKE/NO LOCKOUT**

- A. The Union (its officers, officials, agents, employees, representatives and/or designees) and the employees of this unit agree not to, in anyway, directly or indirectly, authorize, cause, assist, encourage, participate in, ratify or condone any strike, sit down, slowdown, cessation or stoppage of work or other interference with or interpretation of work.
- B. The Prosecutor agrees that he/she will not engage in a lockout or other similar action because of any proposed changes in the Agreement or disputes over matters relating to this Agreement.
- C. The Union will discourage and will take whatever steps are necessary to prevent or terminate any strike, work stoppage, sit down, slowdown, cessation or stoppage or work or other job action against the Prosecutor.

**ARTICLE XXX**  
**NJ MANUFACTURERS INSURANCE**

In the event that the Prosecutor's Office becomes eligible to join the NJMA, the Prosecutor's Office shall do so at the earliest practical time subsequent to eligibility.

**ARTICLE XXI**  
**PRESENTATIONS**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested by its proper corporate officers and its corporate seal to be affixed and have hereunto set their hands and seals the day and year first above written.

PATRICIA M. SCANLON  
WITNESS NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 12, 2015

Patricia M. Scanlon

WITNESS:

BERGEN COUNTY  
PROSECUTOR'S OFFICE

BY: [Signature]

UNITED PUBLIC SERVICE  
EMPLOYEES UNION

BY: [Signature]

Kevin E. Boyle, Jr.

BY: [Signature]

KAREN KOSYLAK code 10/28/11

BY: [Signature]

DIANA BRADY 10/28/11

BY: [Signature]

MARGARET BURNS 10/28/11

BY: [Signature]

CONNIE STETZ

BY: \_\_\_\_\_

10/31/11  
10/28/11  
10/28/11  
10/28/11

[Signature]  
[Signature]  
[Signature]  
[Signature]

## APPENDICES

## APPENDIX A

### TITLE

Chief Clerk

Clerk 1

Clerk Stenographer 2

Clerk Stenographer 4

Clerk Transcriber

Keyboarding Clerk 1

Keyboarding Clerk 2

Keyboarding Clerk 3

Keyboarding Clerk 4

Legal Secretary

Payroll Supervisor

Records Support Technician 2

Research Assistant

Secretarial Assistant

Secretarial Assistant Stenographer

Security Guard

Senior Purchasing Assistant

Supervisory Clerk Typist

Supervisor Data Entry Machine Operator

Victims Witness Advocate

## APPENDIX B

### MISCELLANEOUS

The parties acknowledge the existence of an employment manual promulgated by the Prosecutor. This manual is not intended, in any way, to modify terms and conditions of employment contained within the parties' Collective Bargaining Agreement, or to establish terms and conditions of employment which must be negotiated between the parties under N.J.S.A. 34:13A-5.3. Finally, in the case of a conflict or inconsistency between the Collective Bargaining Agreement and the Prosecutor's employment manual, the Collective Bargaining Agreement shall be the controlling document.

## APPENDIX C

Part-time employees who actually work on the following specified Holidays shall be entitled to time and one-half (1 ½) for all hours worked:

### 2011

Washington's Birthday	Tuesday	February 22 <sup>nd</sup>
Easter	Sunday	April 24 <sup>th</sup>
4 <sup>th</sup> of July	Monday	July 4 <sup>th</sup>
Christmas Day	Sunday	December 25 <sup>th</sup>
New Years Day	Sunday	January 1 <sup>st</sup>

### 2012

Washington's Birthday	Wednesday	February 22 <sup>nd</sup>
Easter	Sunday	April 8 <sup>th</sup>
4 <sup>th</sup> of July	Wednesday	July 4 <sup>th</sup>
Christmas Day	Tuesday	December 25 <sup>th</sup>
New Years Day	Tuesday	January 1 <sup>st</sup>

### 2013

Washington's Birthday	Friday	February 22 <sup>nd</sup>
Easter	Sunday	March 31 <sup>st</sup>
4 <sup>th</sup> of July	Thursday	July 4 <sup>th</sup>
Christmas Day	Wednesday	December 25 <sup>th</sup>
New Years Day	Wednesday	January 1 <sup>st</sup>

### 2014

Washington's Birthday	Saturday	February 22 <sup>nd</sup>
Easter	Sunday	April 20 <sup>th</sup>
4 <sup>th</sup> of July	Friday	July 4 <sup>th</sup>
Christmas Day	Thursday	December 25 <sup>th</sup>
New Years Day	Thursday	January 1 <sup>st</sup>

## SCHEDULE



## SCHEDULE A

### **Section 2.4 Standards of Conduct**

Rules of conduct are needed in any organization to help everyone work together efficiently, effectively, and harmoniously. At the BCPO, we hold ourselves to a high standard. By accepting employment with us, you have a responsibility to us and to your fellow employees to adhere to rules of behavior and conduct. The purpose of these rules is not to restrict your rights, but rather to be certain that you understand what conduct is expected of you.

#### **2.4.1 Disciplinary Actions**

The following subsections provide some examples of unacceptable conduct and some rules and procedures regarding disciplinary actions against employees. All the examples, rules and procedures contained in these subsections are intended to give information and guidance to employees on the types of activities or conduct that the BCPO views as unacceptable and on the disciplinary procedures that will generally be followed. These rules are applicable to all employees. In other words, every employee of the BCPO, regardless of that employee's status or category, is expected to adhere to these minimum requirements of good conduct.

**Note: No information of this type can ever be all-inclusive; employees are expected to govern their conduct not only by these guidelines, but also by the general rules of good behavior and acceptable conduct that we all follow as good citizens.**

#### **2.4.2 Unacceptable Activities**

Generally speaking, we expect each person to act in a mature and responsible way at all times. However, to avoid any possible confusion, some of the more obvious unacceptable activities are noted within. Your avoidance of these activities will be to your benefit as well as the benefit of the BCPO. If you have any questions concerning any work or safety rule, or any of the unacceptable activities listed here, please see your supervisor for an explanation. Remember, it is always best to inquire into conduct which you are unsure about before you engage in such conduct.

Any of the following violations, because of their seriousness, may result in dismissal:

- \*a. Willful or grossly negligent violation of any BCPO rule; any deliberate action that is extreme in nature and obviously detrimental to the BCPO's efforts to conduct its operations in a safe and effective manner; willful falsification of any official BCPO report or document; willful and deliberate false statements regarding a material issue to any BCPO superior officer, supervisor, manager or other employee acting in the official performance of his/her duties; committing perjury or giving false or misleading testimony under oath in knowing or grossly negligent disregard of the truth.

- \*b. Willful or grossly negligent violation of security or safety rules; failure to wear safety equipment when required to do so by BCPO management.
- \*c. Negligence or any careless action which endangers the life or safety of another person.
- \*d. Being intoxicated or under the influence of alcohol, a prescription drug or controlled substance drugs while at work or while engaged in BCPO business or while operating a county owned vehicle; use or possession or sale of controlled substance drugs in any quantity at anytime (except medications prescribed by a physician).
- \*e. Engaging in criminal conduct or acts of violence, or threatening violence toward anyone when representing the BCPO; engaging in fighting or provoking a fight on BCPO premises; grossly negligent or willful damage of BCPO property; grossly excessive use of force in the arrest, apprehension or detention of any individual suspected of a crime; using force or unlawful coercion in obtaining a statement or confession from any suspect or defendant.
- \*f. Insubordination or refusal to obey work-related instructions properly issued by your supervisor or other superior officer or senior manager; refusal to assist on special assignments; disobedience of any lawful order, written or oral, of a superior officer, supervisor or manager.
- \*g. Threatening, intimidating or coercing fellow employees on or off the BCPO work premises—at anytime or for any purpose; issuing any unlawful order to a subordinate with the purpose of requiring that subordinate to do any unlawful act; committing any act of "quid pro quo" sexual harassment against another employee.
- \*h. Engaging in an act of sabotage; willfully or with gross negligence causing the destruction or damage of BCPO property, or the property of fellow employees or the public.
- \*i. Theft of property belonging to the BCPO, the public or fellow employees; unauthorized possession or removal from the premises of BCPO property, including documents and data; unauthorized use of BCPO equipment or property.
- \*j. Dishonesty; willful falsification or misrepresentation on your application for employment or other work records; lying about sick or personal leave; falsifying reasons for a leave of absence or other data requested by the BCPO; alteration of BCPO records or documents; knowingly giving false or misleading information to a supervisor, superior officer or to an Internal Affairs officer conducting an official inquiry; failure to cooperate fully and honestly with any internal affairs investigation.
- \*k. Violating the trust of the BCPO; violation of any provision of the BCPO Code of Ethics; giving confidential information of the BCPO to any unauthorized person or

entity; breach of confidentiality of personnel information; soliciting or accepting any bribe or money or other valuable item.

- \*l. Willfully restricting work output or encouraging others to do the same.
- \*m. Immoral conduct or indecency on BCPO premises.
- \*n. Secretly recording conversations with any BCPO co-worker, supervisor, manager or senior management person, except to conduct an investigation and with the Prior approval of the Prosecutor.

Employees engaging in any of the following activities, or violating any BCPO rules or policies, may be subject to disciplinary action, including possible termination. This list includes but is not limited to the following:

- \*aa. Failure to maintain a neat and clean appearance in terms of the standards established by your supervisor and this Manual; any departure from accepted conventional modes of dress or personal grooming; violation of BCPO dress code.
- \*bb. Failure to sign in properly; falsification of any sign in or attendance documents—your own or anyone else's; requesting or causing someone to falsify or alter any records.
- \*cc. Failure to give full attention to duties during working hours; reading newspapers, books or magazines during working hours, except to do so in the discharge of duties.
- \*dd. Careless or negligent handling of evidence or case files.
- \*ee. Making improper or unauthorized statements to any reporter or media representative concerning any BCPO matter.
- \*ff. Failure of any employee to conduct himself/herself in a manner which is conducive to good order and discipline; failure of any employee to faithfully and diligently carry out all of the duties, responsibilities and functions of his/her office, position or employment; insubordination in word or action toward any superior officer, supervisor or manager; commission of any acts or failure to act that constitute neglect of duty; making any false statement about any BCPO matter or in response to any question of a BCPO employee acting in the performance of his/her official duties.
- \*gg. No personnel shall conduct themselves in any manner that reflects unfavorably on the reputation of the BCPO, including the spreading of malicious gossip and/or rumors about the BCPO or any of its employees.

- \*hh. No personnel shall publicly disparage or publicly comment unfavorably or disrespectfully on the official action of any other BCPO employee, or on the rules, regulations, procedures or orders of the BCPO or any superior officer, supervisor or manager.
- \*ii. No employee shall feign illness, injury or incapacity to avoid the performance of required duties.
- \*jj. Violation of any section of this Manual or any written or oral directive of the Prosecutor, First Assistant Prosecutor, Executive Assistant Prosecutor or Chief of Detectives; any violation not chargeable under any other specific section of this Manual will be chargeable under "Neglect of Duty."
- \*kk. Unsatisfactory or careless work; failure to meet quality standards as explained to you by your supervisor; mistakes due to carelessness or failure to get necessary instruction.
- \*ll. Any act of harassment—sexual, racial or other; telling sexist, racial or other offensive jokes; making racial or ethnic slurs.
- \*mm. Leaving work before the end of a workday without approval of your supervisor or not being ready to work at the start of a workday; stopping work before specified quitting time.
- \*nn. Sleeping, loitering or loafing during working hours.
- \*oo. Excessive use of BCPO telephones for personal calls; unauthorized use of BCPO computers or other equipment.
- \*pp. Leaving your work station during your work hours without notifying your supervisor.
- \*qq. Smoking anywhere in the Bergen County Justice Center, BCPO buildings, vehicles, premises, in any other restricted areas, or otherwise violating the BCPO smoking policy.
- \*rr. Posting, removing or altering notices on any bulletin board on BCPO premises without permission or authorization.
- \*tt. Creating or contributing to unsanitary, unsafe or untidy conditions.
- \*uu. Failure to report an absence or late arrival; excessive absence or lateness; unauthorized absence from duty.
- \*vv. Obscene or abusive language toward any supervisor, manager, superior officer, fellow employee or member of the public; indifference or rudeness towards a

member of the public or fellow employee; any disorderly conduct on BCPO premises.

\*ww. Careless or reckless operation of any BCPO vehicle; failure to immediately report damage to, or an accident involving, BCPO vehicles or equipment.

### 2.4.3 Disciplinary Actions

Whether a permanent employee is entitled to procedural protections, such as written notice and an opportunity to be heard, before the imposition of discipline as a matter of law, depends upon whether the employee is a classified employee, an unclassified employee with specific statutory protections or an unclassified employee. The statutes which designate whether and under what circumstances an employee is entitled to procedural protections before the imposition of discipline are subject to constant amendment. Additionally, collective bargaining agreements and directives, guidelines and policies of the Attorney General of New Jersey may provide employees with procedural protections before discipline may be imposed. The BCPO encourages all employees to stay informed about the laws, directives, guidelines, policies and collective bargaining agreements that apply to them.

The BCPO will provide an employee with all procedural protections required by law, directives, guidelines and policies of the Attorney General and the applicable collective bargaining agreement before the imposition of discipline. Generally, when neither the law, directives, guidelines and policies of the Attorney General of New Jersey nor a collective bargaining agreement mandates a procedure to be followed before discipline is to be imposed, the BCPO will choose, at the discretion of the Prosecutor, to follow the progressive discipline procedure described below. The Prosecutor however, may dispense with the progressive discipline procedure at will. Nothing in this manual is intended to provide employees with a right to any procedural protection prior to the imposition of discipline other than the rights created by law, directives, guidelines and policies of the Attorney General of New Jersey and collective bargaining agreements.

The progressive discipline procedure does not apply to per diem or temporary employees. Per diem or temporary employees may be disciplined or dismissed at anytime, with or without cause.

Unacceptable behavior may be dealt with in the following manner, called the progressive discipline procedure. Unacceptable behavior which requires discipline should be documented in report form as soon as practical. The report will be forwarded to the Captain of the section who will upon conferring with the Executive Assistant Prosecutor or the Deputy Executive Assistant Prosecutor review the charges applicable to the offense.

Each of the charges shall be listed in the Statement of Charges Document. The Statement of Charges document will be presented with a Notice of Discipline which when presented to the employee shall be completed by the employee signing the

bottom portion of the form, either accepting the discipline or acknowledging the Notice of Discipline.

The Statement of Charges and Notice of Discipline forms shall be prepared by the respective Captain of the particular section. An employee served a Statement of Charges and Notice of Discipline may request a disciplinary hearing by advising the Captain, in writing, of the request. Discipline may take the following forms:

- 1) training;
- 2) counseling;
- 3) oral reprimand;
- 4) written reprimand;
- 5) surrender of time
- 6) suspension (with or without pay);
- 7) demotion; and
- 8) termination.

The specifics of the oral reprimand, the written reprimand, and suspension without pay are described below. The remaining penalties are self-explanatory.

#### **2.4.4 Oral Reprimand**

In some cases, the misconduct may warrant more than counseling, but less than a written reprimand. In those instances, a report of the offense shall be documented and issued to the employee as an oral reprimand. The final disposition notice regarding the discipline shall be filed in the employee's personnel file. An oral reprimand is more than counseling, but less than a written reprimand. Written documentation is to be made and forwarded to the personnel file via the normal chain of command. This form of discipline shall remain in the file for a period of six months after which it will be placed in the employee's Internal Affairs file for an indefinite period of time.

#### **2.4.5 Written Reprimand**

In some cases, the misconduct may warrant more stringent measures than an oral reprimand. In these instances, a report of the offense shall be documented and issued to the employee as a written reprimand. The final disposition notice regarding the discipline shall be filed in the employee's personnel file. A written reprimand is more than an oral reprimand, but less than formal charges. It is to be written on an official disciplinary form and forwarded to the Prosecutor via the normal chain of command. This form of discipline shall remain in the file for a period of one year after which the Confidential Investigations Unit will place it in the employee's Internal Affairs file for an indefinite period of time.

#### **2.4.6 Suspension Without Pay**

Suspension without pay status is a serious form of discipline. Employees on suspension without pay status will spend the period of suspension away from work, but will be subject to all rules and regulations of the BCPO.

A suspension without pay reinforces the authority of the supervisor and it should serve as notice to the affected employee that, "his or her job is at risk."

**Note: Exempt employees shall only be subject to suspensions without pay for five (5) or more working days. Any exempt employee who commits an infraction warranting a suspension for less than five (5) working days will be suspended with pay, or will be subject to some other disciplinary action permitted under the law. This restriction as to exempt employees is legally required to preserve the exempt status of such employees.**

#### **2.4.7 Dismissal**

At the sole discretion of the Prosecutor any employee may be terminated from employment as a result of a series of sustained disciplinary infractions or one disciplinary infraction so egregious that it warrants immediate dismissal.

#### **2.4.8 Determination of Penalty; Hearing Prior to Imposition of Penalty**

An employee's immediate supervisor or any higher ranking supervisor in the employee's chain of command may impose an oral reprimand or a written reprimand. Only the Prosecutor or his/her designee may impose a more serious penalty such as suspension without pay, demotion or termination.

Employees will be provided with written notice of a hearing prior to the imposition of discipline only when required by law, directive, guideline, policy or procedure of the Attorney General of New Jersey or by a collective bargaining agreement.

#### **2.4.9 Suspension pending Investigation**

At the sole discretion of the Prosecutor an employee may be suspended with or without pay pending the results of an investigation being conducted wherein the employee is the subject of the investigation. An employee shall be suspended if the employee has been charged with a crime of the first or second degree or has been charged with any crime that touches upon their office.

#### **2.4.10 Disciplinary Forms**

All disciplinary forms are available in the Confidential Unit.

#### **2.4.11 Internal Affairs**

It is important that the BCPO have Internal Affairs guidelines in place, not only to deal with complaints of employee misconduct (particularly complaints emanating from private citizens and other agencies), but also to apprise BCPO employees of what they can expect should they ever become involved in an Internal Affairs matter, either as a witness or as a subject of an investigation. The BCPO follows the Internal Affairs Policy & Procedures issued by the Attorney General of New Jersey through the Division of Criminal Justice. The current version of the policy and procedures should be available at the Division of Criminal Justice website, [www.state.nj.us/lps](http://www.state.nj.us/lps)